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FILED & ENTERED

MAR 14 2025

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY evangeli DEPUTY CLERK

6 UNITED STATES BANKRUPTCY COURT

7 CENTRAL DISTRICT OF CALIFORNIA LOS ANGELES DIVISION

8 In re

Bankruptcy Case No.: 2:24-bk-17820-BB

9 SKYLOCK INDUSTRIES

Chapter 11

10 Chapter 11 Debtor and Debtor-in-possession.

11 ORDER

12 (A) GRANTING DEBTOR'S MOTION
13 FOR AUTHORITY TO SELL
14 SUBSTANTIALLY ALL OF ITS ASSETS
15 TO ADHARA AEROSPACE &
16 DEFENSE, LLC;

17 (B) AUTHORIZING SALE FREE AND
18 CLEAR OF CERTAIN LIENS,
19 CLAIMS AND ENCUMBRANCES &

20 (C) DETERMINING THAT ADHARA
21 AEROSPACE & DEFENSE, LLC IS A
22 GOOD FAITH PURHCASER
23 PURSUANT TO 11 U.S.C. § 363(m).

24 Hearing Date/Time/Place

25 Date: March 12, 2025

26 Time: 1:00 p.m.

27 Place: 255 East Temple Street
28 Los Angeles, California 90012,
Courtroom 1539

1 On March 12, 2025, on the 1:00 p.m. Calendar, in Courtroom 1539 of the United States
2 Bankruptcy Court located at 255 E. Temple Street, Los Angeles, California 90012, the
3 Honorable Sheri Bluebond, United States Bankruptcy Judge, conducted a hearing on the
4 Debtor's MOTION FOR ORDER: (1) APPROVING ASSET PURCHASE AGREEMENT; (2)
5 APPROVING THE SALE OF SUBSTANTIALLY ALL ASSETS OF THE DEBTOR; (3)
6 APPROVING OVERBID PROCEDURES (the "Motion"), which was filed on February 19,
7 2025, at ECF Dkt. No. 208, by chapter 11 debtor Skylock Industries (the "Debtor");
8 appearances were made as stated on the record at the time of hearing. The Court, having
9 considered the Motion, all pleadings filed in support thereof and in opposition or response
10 thereto, argument made by counsel at the time of hearing on the Motion, good cause appearing,
11 for the reasons stated in the Motion and pleadings filed in support of the Motion and made on
12 the record, and due and adequate notice of the Motion and Procedures Order having been given,
13 finds and directs as follows:

14 A. The findings of facts and conclusions of law made by the Court on the record at
15 the time of hearing on the Motion are incorporated herein by this reference.

16 B. The Court has jurisdiction to consider the Motion and the relief requested therein
17 pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding under 28 U.S.C. §
18 157(b)(2)(A), (M), (N) and (O). Venue is proper in the Court under 28 U.S.C. §§ 1408 and
19 1409. This Court has authority to enter this Order as a final judgment.

20 C. The statutory bases for the relief requested in the Motion are 11 U.S.C. §§ 105,
21 363, 365 and 506(a), Federal Rules of Bankruptcy Procedure 2002(a), 2002(c), 3012, 6004 and
22 6006, and the Local Bankruptcy Rules for the Central District of California.

23 D. On September 26, 2024, the Debtor filed a voluntary petition under Chapter 11 of
24 the Bankruptcy Code and is operating as a debtor-in-possession.

25 E. The Motion sought authority to sell substantially all of the assets of the Debtor
26 pursuant to Section 363 of the Bankruptcy Code, and the assets were adequately described in
27 the Motion and Asset Purchase Agreement (the "APA") filed on March 3, 2025 at ECF Dkt.

1 No. 222 and which defined the assets to be sold as the “Acquired Assets”.¹

2 F. A hearing was held by the Bankruptcy Court on March 12, 2025 to consider the
3 Motion (the “Sale Hearing”).

4 G. The Debtor provided timely, adequate and sufficient notice of the Motion, the
5 APA and the Sale Hearing to all parties entitled to notice. No other further notice is required.

6 H. The bid procedures set forth in the Motion and the Debtor’s marketing efforts
7 were fair and reasonable under the circumstances of the Debtor’s chapter 11 case.

8 I. The sale to ADHARA AEROSPACE & DEFENSE, LLC or its assignee under
9 the APA (the “Buyer”) in accordance with the terms of the APA (i) is fair and reasonable, (ii) is
10 supported by the Debtor’s sound business judgment, and (iii) is in the best interests of the
11 Debtor’s bankruptcy estate (the “Estate”) and its creditors.

12 J. The consideration to be paid by the Buyer under the terms of the APA (i) is fair
13 and reasonable, (ii) represents the highest and best offer for the purchase of the Acquired
14 Assets, (iii) will provide the best price obtainable for the Acquired Assets and a greater
15 recovery for the Estate’s creditors than would be provided by any other practical available
16 alternative, and (iv) constitutes reasonably equivalent value and fair consideration for the
17 Acquired Assets.

18 K. The Debtor has articulated sound business reasons for entering into the APA and
19 for selling the Acquired Assets on the terms and conditions set forth in the APA, and it is a
20 reasonable exercise of the Debtor’s business judgment to execute, deliver and consummate the
21 transactions contemplated by the APA. The sale does not constitute an impermissible *sub rosa*
22 plan.

23 L. The APA was negotiated and entered into in good faith, without collusion and at
24 arm’s-length. The Buyer is a “good faith” purchaser within the meaning of Section 363(m) of
25 the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. Neither
26 the Debtor nor the Buyer have engaged in any conduct that would constitute grounds for the
27

28 ¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the APA.

1 APA to be avoided or costs and damages to be imposed under Section 363(n) of the
2 Bankruptcy Code.

3 M. The Buyer is not a successor-in-interest to, mere continuation of or alter ego of
4 the Debtor and should not have any successor, merger or transferee liability for any obligations
5 or liabilities of the Debtor or its Estate as a result of the purchase of the Acquired Assets.

6 N. Any party with a lien or security interest in the Acquired Assets has consented to
7 the sale of thereof pursuant to the terms of the APA and this Order, or the conditions for a sale
8 of the Acquired Assets free and clear of liens, claims, interests and encumbrances pursuant to
9 Section 363(f) have been satisfied. Accordingly, the Debtor may sell the Acquired Assets to
10 the Buyer free and clear of all liens, mortgages, pledges, security interests, security trusts,
11 encumbrances, claims (as defined by 11 U.S.C § 101(5)), taxes, licenses, or charges of any kind
12 (collectively, "Liens and Claims").

13 O. The Buyer would not have entered into the APA and would not consummate the
14 transactions contemplated by the APA, thus adversely affecting the Debtor's Estate and its
15 creditors, if the sale of the Acquired Assets was not free and clear of all Liens and Claims.

16 P. Effective as of the Closing (as defined in the APA), the sale and transfer of the
17 Acquired Assets in accordance with the terms and conditions of the APA and this Order (i) will
18 constitute a legal, valid and effective transfer of the Acquired Assets and (ii) will vest the Buyer
19 with all right, title and interest in and to the Acquired Assets free and clear of all Liens and
20 Claims.

21 Q. This Order constitutes a final Order within the meaning of 28 U.S.C. §158(a).

22 **NOW THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

23 1. The Findings of Fact set forth above be, and the same hereby are, ratified and
24 adopted as findings of the Court. To the extent any such findings are deemed to be conclusions
25 of law or are decretal in character, then such conclusions or decrees are hereby confirmed.
26 Where appropriate herein, findings of fact shall be deemed conclusions of law and conclusions
27 of law shall be deemed filings of fact.

1 2. The Motion is **GRANTED** in all respects.

2 3. All objections to the Motion or the relief requested therein that have not been
3 withdrawn with prejudice, waived or settled, and reservations of rights included therein, or to
4 the extent not otherwise resolved as reflected in this Order, are overruled on the merits. All
5 parties who did not object, or who withdrew their objections, to the Motion are deemed to have
6 consented pursuant to Code Section 363(f)(2). The limited opposition filed by DSI Automotive
7 Services, Inc. (“DSI”), [ECF Dkt. No. 21], and the opposition filed by the Mitsubishi HC
8 Capital America Inc. (“Mitsubishi”), [ECF Dkt. No. 212], have been resolved as set forth
9 below.

10 4. The bid procedures set forth in the Motion were reasonable and appropriate and
11 ensured that the Debtor obtained the highest and best offer for the Acquired Assets. No
12 competing bids were received and the concerns raised by the United States Trustee in their
13 limited objection to the Motion [ECF Dkt. No. 211] are thus moot.

14 5. If the sale of the Acquired Assets does not close due to no fault of the Buyer, then
15 Buyer’s emergency loan of \$150,000 to the Debtor, paid in the form of the Cash Deposit, shall
16 be deemed an administrative claim of the Debtor’s bankruptcy estate, entitled to priority over
17 other chapter 11 administrative claims.

18 6. The APA, all related documents, all transactions contemplated thereby, and all of
19 the terms and conditions thereof, are hereby **APPROVED**.

20 7. Pursuant to Section 363(b) of the Bankruptcy Code, the Debtor is authorized,
21 directed and empowered to take any and all actions necessary or appropriate to:

22 a. Consummate, as set forth in the APA, and this Order, the sale to the Buyer
23 of the Acquired Assets;

24 b. Close the sale as contemplated in the APA;

25 c. Execute and deliver, perform under, consummate, implement and close
26 fully the proposed sale transaction contemplated in the APA, together with
27 all additional instruments and documents that may be reasonably necessary

1 or desirable to implement the APA and the sale, including, without
2 limitation, any other ancillary documents, or as may be reasonably
3 necessary or appropriate to the performance of the obligations as
4 contemplated by the APA and such other ancillary documents.

5 d. Without limiting its other rights under this Order, the Debtor is authorized
6 to execute and deliver all documents necessary to consummate the sale of
7 the Acquired Assets and close escrow on behalf of the Debtor and the
8 Debtor's Estate, and to take any and all actions on behalf of the Debtor and
9 the Estate to consummate and close the sale and/or to effectuate the
10 transaction and matters relating thereto or thereunder and under the APA.
11 Without limiting the rights of the Debtor, the Debtor and its respective
12 agents and representatives shall cooperate with respect to consummation
13 of the sale and shall not take any action to interfere with the
14 implementation or administration of the sale.

15 8. The Acquired Assets shall not include the following two pieces of equipment
16 subject to a lien (or liens) in favor of Sumitomo Mitsui Finance and Leasing Company Limited:
17 (a) Haas VF 3YT/50 Vertical Machining Center SN 114907 with HRT210 SN 235203 and
18 attachments and accessories; and (b) Haas VF 3YT/50 Vertical Machining Center SN 114535
19 With Haas CNC control and attachments and accessories.

20 9. Pursuant to Section 363(f) of the Bankruptcy Code, the sale of the Acquired
21 Assets to the Buyer shall be free and clear of any and all Liens and Claims of whatsoever
22 nature, character or kind, whether arising prior to or subsequent to the date hereof, including,
23 but not limited to, (i) the junior lien held by DSI and detailed in proof of claim no. 18 and (ii)
24 the secured claim of Mitsubishi as detailed in proof of claim no. 6 (the "Mitsubishi Claim"). As
25 is relates specifically to the Mitsubishi Claim, and as a condition of allowing the sale of its
26 collateral, (a) at or prior to Closing, the Buyer shall pay Mitsubishi the sum of \$72,500 by wire
27 transfer, and upon receipt of such payment, the collateral shall be transferred to Buyer free and
28

1 clear of Mitsubishi's liens and, Mitsubishi shall amend the Mitsubishi Claim to reflect a credit
2 on the balance owed in the amount of the foregoing payment; and (b) Mitsubishi's financing
3 contracts with the Debtor will not be included in the Assumed Contracts under the APA, but
4 shall remain as a general unsecured claim of the Debtor, including as set forth in the Mitsubishi
5 Claim. All Liens and Claims shall otherwise be unconditionally and irrevocably released,
6 discharged and terminated as to the Acquired Assets.

7 10. Effective upon the Closing of the sale of the Acquired Assets to the Buyer, all
8 holders of Liens and Claims other than the Assumed Liabilities are hereby barred and
9 permanently enjoined from in any way asserting or pursuing such Liens and Claims against the
10 Buyer, the Buyer's successors or assigns, the Acquired Assets and/or any other assets of the
11 Buyer or its successors and assigns, or any successor-in-title to all or any portion of the
12 Acquired Assets. All persons and entities, including, without limitation, all debt security
13 holders, all equity security holders, each of the Debtor, its employees or former employees,
14 governmental, tax, and regulatory or investigatory authorities of any sort, contract
15 counterparties, licensees, lenders, parties to or beneficiaries under any benefit plan, trade and
16 other creditors asserting or holding any Liens and Claims of any kind and every kind
17 whatsoever against, in or with respect to the Debtor, its business, or all or any part of the
18 Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured,
19 contingent or non-contingent, senior or subordinated), arising under or out of, in connection
20 with, or in any way relating to the Debtor, all or any part of the Acquired Assets, the operation
21 of the Debtor's business prior to the closing date, or the transfer of the Acquired Assets to the
22 Buyer (including any rights or claims based on any successor or transferee liability), shall be
23 forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise
24 pursuing such Liens and Claims, whether by payment, setoff, or otherwise, directly or
25 indirectly, against the Buyer or any affiliate, successor, or assign thereof, or against the
26 Acquired Assets. Following the Closing of the sale of the Acquired Assets to the Buyer, no
27 holder of any Liens and Claims shall interfere with the Buyer's title to or use and enjoyment of
28

1 the Acquired Assets based on or related to any such Liens and Claims or based on any action
2 the Debtor may have taken or may take in the future.

3 **11. THE BUYER SHALL NOT HAVE ANY SUCCESSOR OR TRANSFEREE**
4 **LIABILITY OF ANY KIND FOR ANY LIABILITY OR OTHER OBLIGATION OF**
5 **THE DEBTOR AS A RESULT OF THE PURCHASE OF THE ACQUIRED ASSETS**
6 **EXCEPT AS STATED IN THE APA.**

7 12. The Buyer shall purchase the Acquired Assets in their “as-is” condition as of the
8 date of the Closing Date, and the Buyer expressly assumes all risks, obligations and liabilities
9 arising from, and in any way related to, the Acquired Assets, after the Closing Date.

10 13. The Carve-Out (as defined in the APA), shall constitute unencumbered cash of
11 the Debtor’s estate.

12 14. The Debtor and the Buyer acted in good faith, and the Buyer is hereby
13 adjudicated to be good faith purchaser within the meaning of Section 363(m) of the Bankruptcy
14 Code, and is entitled to the protections afforded by Section 363(m) of the Bankruptcy Code.

15 15. Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to
16 and conditioned upon the Closing Date, the Debtor’s assumption and assignment to the Buyer,
17 the Buyer’s assumption on the terms set forth in the APA of the Assumed Contracts is
18 approved in its entirety, and the requirements of Section 365 of the Bankruptcy Code with
19 respect thereto are hereby deemed satisfied.

20 16. As it relates specifically to the Debtor’s lease of certain equipment from DSI
21 dated July 18, 2022 and described in proof of claim no. 19 filed by DSI, the term of such lease
22 shall be extended by fifteen (15) months and require monthly rent of \$1,000 (as amended, the
23 “DSI Lease”). The Debtor shall assume the DSI Lease and assign all of the Debtor’s rights,
24 title, and interest in the DSI to the Buyer as an Assumed Contract under the APA, and the
25 Buyer shall cure any and all defaults under the DSI Lease through payment of \$50,000 to DSI
26 at or upon the Closing.

27 17. The Debtor and the Buyer, in their discretion, shall have the authority to modify

1 and/or supplement the APA and any ancillary documents, without the requirement of further
2 approval of the Court, so long as any modification and/or supplement is not material and is not
3 inconsistent with the terms of this Order.

4 18. If there is a conflict between the terms of the APA or the terms of this Order, the
5 terms of this Order shall control.

6 19. This Order shall be binding upon, and shall inure to the benefit of, the Debtor, the
7 Debtor's estate, its creditors, the Buyer, successors-in-title to all or any portion of the Acquired
8 Assets, all third parties affected by this Order (including but not limited to any third parties
9 asserting Liens and Claims) and the respective successors and assigns of such parties and,
10 notwithstanding 11 U.S.C. Section 349, this Order shall not be vacated if the Debtor's chapter
11 case is dismissed. This Order also shall be binding upon any subsequently appointed
12 trustee, examiner or receiver under any chapter of the Bankruptcy Code or any other law and
13 shall not be subject to rejection or avoidance. Nothing contained in any order entered in this
14 case subsequent to entry of this Order shall conflict with or derogate from the provisions of the
15 APA or the terms of this Order.

16 20. This Order may be presented to and shall be binding upon and govern the acts of
17 all persons and entities, including, without limitation, all filing agents, filing officers, title
18 agents, title companies, escrow agents, recorders of mortgages, recorders of deeds, registrars of
19 deeds, administrative agencies, federal, state and local governmental agencies or departments,
20 secretaries of state, federal and local officials, and all other persons and entities who may be
21 required by operation of law, the duties of their office, or contract, to accept, file, register or
22 otherwise record or release any documents or instruments, or who may be required to report or
23 insure any title or state of title in or to any of the Acquired Assets; and each of the foregoing
24 persons and entities is hereby directed to accept for filing any and all of the documents and
25 instruments necessary and appropriate to consummate the transactions contemplated by the
26 APA.

27 21. The failure specifically to include any particular provision of the APA in this

Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that the APA is authorized and approved in its entirety.

22. The transactions authorized herein shall be of full force and effect, regardless of the Debtor's standing in any jurisdiction in which such Debtor is formed or authorized to transact business.

23. Notwithstanding Bankruptcy Rules 9023 and 9024, the Debtor and the Buyer may seek a supplemental order to address any non-material modifications requested by any title company in connection with Closing by following the procedures for proposed orders set forth in Local Rule 9021-1(b)(3). Any such order requested or subsequently entered by the Court shall not affect the finality of this Order.

24. The Bankruptcy Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor or the Debtor's Estate are a party or which will be assigned by the Estate to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the sale.

25. The Bankruptcy Court shall retain jurisdiction over any matter or dispute arising from or relating to the implementation of this Order.

IT IS SO ORDERED.

###

Date: March 14, 2025



Sheri Bluebond

1 **Approved as to Form and Substance**

2 Dated: March 13, 2025

3 DORSEY & WHITNEY LLP

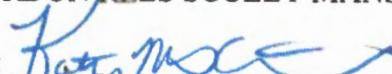
4 By: _____

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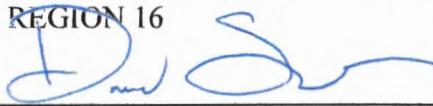
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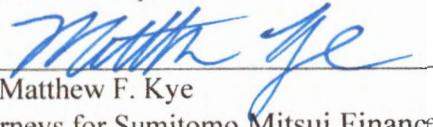
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